



**Request For Proposal:  
Office of the District Attorney  
Bad Check Restitution Program**

**County of San Bernardino  
Office of the District Attorney  
316 North Mountain View Avenue  
San Bernardino, CA 92415-0004  
July 13, 2004 – RFP #DAT 04-01**

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## I. INTRODUCTION

### A. Purpose

The County of San Bernardino, Office of the District Attorney, hereafter referred to as the "County", is seeking proposals from interested and qualified firms to administer the Bad Check Restitution Program.

### B. Period of Contract

The term of this contract is for three (3) years, beginning September 1, 2004 and ending August 31, 2007, unless terminated earlier as provided in this section.

### C. Minimum Proposer Requirements: Requirements in this section are rated Pass/Fail.

All Proposers must:

1. Have the ability to maintain adequate files and records and provide the District Attorney with monthly statistical reports.
2. Contractor must submit the names of at least three current clients as references (not including the County of San Bernardino). These clients should be selected by the Contractor from their accounts as those most closely obtaining services and quantities being requested in this proposal.
3. Have a minimum of five (5) years of experience in administration of a bad check restitution program pursuant to Penal Code Section 1001.65.

### D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before 5:00 p.m. (local time) on July 27, 2004, and directed to the individual listed in Section I, Paragraph E. All questions will be answered and posted to the County website, <http://www.co.san-bernardino.ca.us/rfp/> on July 28, 2004 at 4:00 p.m.

### E. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino  
Office of the District Attorney - **RFP #DAT 04-01**  
316 North Mountain View Avenue  
San Bernardino, CA 92415-0004

Attn: Jane K. Allen

Email: [Jallen@da.sbcounty.gov](mailto:Jallen@da.sbcounty.gov) OR Fax (909) 387-6313

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#### **F. Proposal Submission Deadline**

**All proposals must be received at the address listed above no later than 2:00 P.M. Friday, August 6, 2004. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered.**

#### **G. Admonition to Vendors**

Once this RFP has been issued, Proposers are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the VENDOR. All questions regarding this RFP can be presented in writing as indicated in Section I, paragraph E.

### **II. PROPOSAL TIMELINES**

Release of RFP	July 20, 2004
Deadline for Submission of Questions	July 27, 2004 5:00 p.m.
Date for responses to questions (posted to Internet)	July 28, 2004 4:00 p.m.
Deadline for Proposal Submission	2:00 p.m. (local time), Friday, August 6th 2004)
Oral Presentations	If needed
Tentative Date for Awarding of Contract	September 2004

### **III. PROPOSAL CONDITIONS**

#### **A. Contingencies**

This request for proposal (RFP) does not commit the County of San Bernardino to award a Contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing if the County rejects all proposals. The County also reserves the right to terminate this RFP process at any time and for any reason.

#### **B. Proposal Submission**

All proposals must be submitted in the manner set forth in this proposal to be considered. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

#### **C. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request. Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

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D. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

E. Negotiations

The County may require the potential Vendor(s) selected to participate in negotiations and to submit a price, technical or other revisions of their proposals as may result from negotiations.

F. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime after the proposal opening date and time.

G. Final Authority

The final authority to award Contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

#### **IV. PROGRAM DEFINITIONS**

- A. Liaison: The representative designated by the Office of the District Attorney to coordinate the operation of the program.
- B. Participant: An individual who has registered for the Diversion Program or an individual who has been ordered by the Court (post Complaint) to complete the Diversion Program.
- C. Restitution: The face value of all NSF checks, returned item fees assessed by the victim's bank and certified mail expenses.
- D. Administrative Fees: Those fees authorized pursuant to Penal Code Section 1001.65 in an amount not to exceed \$35.00 per check. These fees offset program administrative expenses and are to be shared pursuant to Section 5-(Compensation and Terms of Payment) between the District Attorney and Contractor.
- E. Class Fees: The Penal Code requires the check writer to complete an educational class to remove the behavioral rationalizations surrounding the writing of NSF checks. The Contractor's class will be eight (8) hours in length with a fee of \$125.00.

#### **V. SCOPE OF WORK**

A. Background/Purpose

For the provision of educational seminars, consulting and administrative support services for the Bad Check Restitution Program to the County of San Bernardino (the County) and for the District Attorney's Office. Under the provisions of Section 1001.60-67 of the California Penal Code, the Bad Check Restitution Program allows first-time offenders (the Participant) to avoid the prospect of criminal prosecution provided the Participant attends an educational seminar (Seminar) mandated by the prosecutorial authority addressing the causes and

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prevention of bad check writing, pays a fee for the Seminar and pays restitution to the victim of the bad check.

The Office of the District Attorney initiated the Bad Check Restitution Program in October 1995. The administrative support services being requested are designed to recover restitution for victims of non-sufficient funds (NSF) and account-closed type checks; manage all pertinent case files; and conduct special 8-hour educational classes for offenders diverted from prosecution under the provisions of Penal Code Sections 1001.60-67 on behalf of the District Attorney.

Historically, 34,000 to 36,000 eligible NSF checks have been eligible for the Program per year. The successful vendor must be able to accommodate this level of workload and foreseeable increases over the contract period.

This Request for Proposal is designed to obtain agreement with one or more vendors to provide the services above.

B. Scope of Services:

The DISTRICT ATTORNEY shall provide the following types of administrative and facilities support necessary for the development, establishment and operation of the Program:

1. District Attorney shall assist and direct Contractor with the planning and development of policies, procedures, reports, audits and other functions necessary to the successful implementation of the program.
2. District Attorney shall designate a staff member to act as Liaison with Contractor in organizing and implementing the Bad Check Restitution Program with County Courts and Law Enforcement personnel. The Liaison shall assist in publicizing the Program to the business community countywide.
3. District Attorney shall implement departmental policies that are consistent with the fulfillment of the terms of this agreement.

The CONTRACTOR agrees to perform all terms relating to this agreement in a professional, timely and efficient manner. Contractor shall provide the following level of administrative and educational services:

1. Daily operation and management of all clerical and accounting functions related to those NSF check cases diverted by the District Attorney to the Program.
2. Generate demand notices to suspected bad check writers and provide follow-through with respect to the collection and disbursement of victim restitution, administrative fees and Contractor class fees.
3. Generate subsequent correspondence to participants and coordinate all reports relating to program compliance for the District Attorney's Office.

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4. Proper maintenance of all physical files, financial records, documentation, reports, computer files and all other data pertinent to the operation of the program.
  5. Conduct all NSF check-writer educational classes. Contractor classes shall be designed to remove the behavioral rationalizations surrounding the writing of NSF checks as well as focus on deficiencies in the areas of personal finance, communication and stress management. Class sizes will average between 15-25 participants and will be conducted in English, Spanish and other languages, provided there are a sufficient number of participants (at least 15).
  6. All classes are to be scheduled in convenient locations throughout the County. The 8-hour classes will be held on Saturdays, 8:00 a.m. to 4:30 p.m. with a half-hour (1/2) lunch period.
  7. Instructors will generally hold advanced degrees in a counseling related field (e.g. psychology or social work). Administrative staff will be carefully reviewed and hired based upon educational background and overall work history. Thorough reference and background checks will be completed at Contractors expense on current staff and all new hired employees.
  8. Maintain a level of staffing and computerization commensurate with the volume of NSF complaints, public contract and educational requirements.

C. Compensation and terms of payment: Contractor agrees to provide all services as described herein and contained within the program proposal in consideration for:

A percentage (65%) of the one hundred twenty-five dollar \$125.00 educational class fee paid by those complying with the Diversion Program and

A percentage (65%) of the administrative fee paid by those complying with the Diversion Program and

A percentage (65%) of the additional assessments paid by those complying with the Diversion Program.

Contractor will collect: a flat \$25.00 assessment on all cases requiring time-scheduled payments beyond a participant's original completion deadline; a \$25.00 assessment to those who fail to appear at the class on the date enrolled as a rescheduling fee; and \$10.00 late payment penalty assessment when the payment is posted more than (5) days from the scheduled due date. Participant's restitution payments will not be scheduled longer than six (6) months without D.A. approval.

All fees, payments and monies generated by the Diversion Program shall be paid by cashier's check or money order and deposited in an interest-bearing account held by Contractor in a commercial, federally insured financial institution with branch locations within the County.

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Any interest earned on the account shall be applied to service fees and check printing charges on the account, with any remaining sum being retained by Contractor. Contractor shall coordinate and prepare revenue disbursements within the following guidelines:

**REVENUE TYPE**

**DISBURSEMENT CYCLE**

Victim Restitution

Disbursed by check to victim upon receipt of payment on a weekly basis.

D.A. Revenue Share:  
Combination of class fees and Admin fees

Disbursed by check on 15<sup>th</sup> day of each month to County for prior month's receipts.

Contractor Revenue Share:  
Combination of class fees and Admin. fees

Disbursed weekly to contractor

D. Collection and payment distribution: Full lump sum collections shall be distributed in the following priority: (A) VICTIM RESTITUTION, (B) CONTRACTOR CLASS FEES (shared in accordance with percentages herein) and (C) ADMINISTRATIVE FEES (shared in accordance with the percentages herein).

When partial lump-sum payments are received, the following distribution priority shall be used:

1. Up to 50% of the payment is applied to the remaining balance of Contractor Fees.
2. The remaining portion of the payment (50% or more) is applied to victim restitution.
3. Any remaining portion of payment will be applied to the Administrative Fees.

In cases where there are multiple victims, payments will be applied on a first-in, first-out basis with respect to the complaint filing date.

1. Overpayments of less than \$5.00 shall be retained by Contractor; and overpayments of more than \$5.00 shall be returned to the payee.

E. Implementation plan: As part of the RFP process Contractor is required to provide an implementation plan to include the following:

1. Tentative schedule of steps to implement program.
2. Class format and topics to be covered in NSF Classes, to include
3. tentative meeting sites.
4. Resumes of staff who will be handling the county's account and all staff conducting check education seminars and NSF check writing educational classes.
5. Samples of all forms used throughout the NSF program.



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F. Completion of Diversion Program: Completion of the Diversion Program implies that the check writer has paid full restitution for all checks on file, paid corresponding Contractor and administrative fees and attended the eight (8) hour educational class.

In the event that a check writer fails to comply with Program terms, Contractor shall prepare and submit to the District Attorney all records associated with the complaint for review. Upon review, the District Attorney shall determine whether the case will be accepted for criminal prosecution or rejected and returned to Contractor for return to the party submitting the complaint.

G. Financial Disclosure: Contractor agrees to provide full disclosure of all records, transactions and accounting practices in connection with this agreement. Contractor acknowledges that any and all of the "Financial Statements" submitted to the County Auditor-Controller pursuant to this agreement become Public Records and are subject to public inspection pursuant to Section 6252 et. seq. of the California Government Code.

H. Records and audit:

1. Records: Contractor shall maintain thorough records so as to generate regular reports detailing the compliance and disposition status on each case diverted to the Program. All reports become the property of the District Attorney/County. Contractor shall also prepare and maintain a current accounting record of all revenues from any source within the scope of this contract.

2. Records Retention:

- a. Records on each Program participant or case shall be retained by Contractor for a minimum of five (5) years from the final disposition date.
- b. All financial records relating to this Agreement or the terms and conditions thereof shall be retained for a period of five (5) years from the date this Agreement is terminated; the last transaction/case disposition date, terminated; or the last transaction/case disposition date, whichever is later.
- c. Contractor shall retain original records relating to any litigation or the settlement of claims arising out of the performance of this Agreement for a period of five (5) years.

3. Financial Statements: Contractor shall submit to the District Attorney a detailed financial statement on the Program which reflects business transacted during the previous contract year.

4. Audit: Contractor's books of account, records and supporting source documents related to this Agreement shall be kept and made available at the request of the District Attorney, Private Certified Public Accountant on behalf of the County or County Auditor-Controller with consent or a warrant, if required.

The Private Certified Public Accountant or County Auditor-Controller shall

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through its duly authorized agents or representatives have the right to examine and audit said books of account; records; supporting source documents at least once a year for the purpose of determining the accuracy thereof; and, monthly statements of income and monies received. If during the course of an audit the Private Certified Public Accountant or County Auditor-Controller or its representative require additional records relating to this Agreement and of the operation of the Diversion Program and such records are not located within the County, Contractor agrees to transfer all pertinent documentation to a location designated by the Auditor-Controller's representative or agent at Contractor's expense. The full cost of said audit as determined by the Auditor shall be borne by Contractor if either or both of the following exist:

- a. The audit reveals an under-payment of more than five (5) percent between the monies due as reported and paid by Contractor in accordance with this Agreement and the amount due as determined by said audit.
- b. Contractor has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with section H(4) above.

Otherwise the County shall bear the cost of said audit, including the expense related to transferring records from outside the limits of the County. Upon the request of Auditor, Contractor shall promptly provide at its own expense all necessary data to enable the County to fully comply with every requirement of the State of California or the United States of America for information or reports relating to this Agreement.

The Private Certified Public Accountant, County/Auditor-Controller or District Attorney shall provide Contractor written notification within a reasonable period of time of any deficiency noted during any evaluation.

Failure to cure within time specified by the District Attorney may subject this agreement to immediate termination.

## **VI. GENERAL CONTRACT REQUIREMENTS**

The successful Vendor may be required to execute a contract with the following terms. Any objections or exceptions to these terms must be noted in the response to the RFP (Attachment B ).

### **A. Termination:**

1. The County of San Bernardino may terminate this Agreement without cause upon ninety calendar (90) days written notice given Contractor.
2. If either party fails to perform any of the terms of this Agreement either party may terminate this Agreement with cause upon thirty calendar (30) days written notice given the other. The agreement automatically terminates thirty calendar (30) days after receipt of notice by the allegedly breaching

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party if the alleged breach has not been cured within that time or if the alleged breach cannot be cured within thirty (30) days.

In the event of such termination, the District Attorney may proceed with the work in any manner deemed proper by the District Attorney.

3. After receiving written notice of termination, contractor shall do the following:
  - a. Comply with termination instructions provided by the District Attorney in a manner which is consistent with recognized standards of prudent business practice.
  - b. Obtain immediate clarification from the District Attorney whether by meeting and in writing on any unsettled issue of performance during the remaining term.
  - c. Continue to provide the same level of service required by this Agreement until the date of termination.
  - d. If records are to be transferred, such records shall be packed and labeled in accordance with directions provided by the District Attorney. Compensation and revenues to both parties will continue until termination date in the same manner prescribed in Article 5, COMPENSATION AND TERMS OF PAYMENT.
4. Termination notice shall be deemed served on the date when written and deposited in the U.S. Mail, certified return-receipt requested.

B. Statistical And Performance Data:

The District Attorney agrees that upon prior review and approval by the District Attorney, Contractor shall be permitted to utilize program data which describes the Diversion Program operation and to prepare, collect and maintain data that demonstrates program effectiveness. Contractor agrees to furnish copies of all materials and records to the District Attorney. Contractor agrees to maintain the privacy of all participants.

- C. Confidential Nature Of Data: Contractor shall at all times hold confidential all identifying individual information obtained in the course of the Diversion Program operation including name of check writers and educational program participants and any other information that would violate the privacy of an individual.

- D. Computer Nature Of Data: The District Attorney acknowledges that all rights and ownership of computer software programs utilized in conjunction with NSF Diversion Program is retained by Contractor and its software program contractors and vendors and that this ownership extends indefinitely beyond the term of this Agreement.

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E. District Attorney And Contractor Not Obligated To Third Parties:

Neither the District Attorney nor Contractor shall be obligated or liable under this contract to any third party.

F. Subcontracting: None of the services covered by this contract may be subcontracted without the express consent of both parties. If one party determines there is a specific need for a subcontractor, that party may propose an amendment to this Agreement for mutual consideration and approval.

Contractor shall comply with all provisions of laws of the United States, State of California and of the County and regulations promulgated there under. Failure to comply therewith shall be deemed a material breach of the Agreement and the contract may be terminated without further notice by the District Attorney at its option.

G. Amendments: No modification concerning this Agreement shall be of any force or effect except a subsequent modification in writing signed by both parties and incorporated through reference.

H. Severability: Should any provision contained within this contract be found for any reason to be invalid, illegal or unenforceable, it shall not effect any other provision hereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

I. Entire Agreement: This Agreement supersedes any and all other agreements either oral or written between the parties hereto with respect to the subject matter hereof and contains all of the agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party which are not embodied herein and that no other agreements or promises not contained within this Agreement shall be valid or binding. The laws of the State of California and the United States of America shall govern all provisions contained within this Agreement.

J. Notice: Any notice to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery or by registered mail, return receipt requested, addressed to the proper party at the following addresses:

**Office of the District Attorney  
Bad Check Restitution Program  
316 N. Mountain View, 3<sup>rd</sup> Floor  
San Bernardino CA 92415-0004**

**CONTRACTOR NAME  
CONTRACTOR REPRESENTATIVE  
CONTRACTOR ADDRESS**

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K. Inspection: With consent or a warrant if necessary, the County reserves the right to inspect the Contractor facilities periodically on scheduled or non- scheduled visits, as the County desires.

L. Indemnification And Insurance Clauses:

Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance – Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

**Workers' Compensation** – A program of workers' compensation insurance or a State-approved Self-Insurance program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

**Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00).

**Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

**Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

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**Crime Insurance/Bond** – Crime insurance including employee dishonesty and faithful performance with limits of not less than \$20,000 per claim or occurrence with an admitted carrier in the State of California with an A.M. Best rating of A-VII or better.

Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights – Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage – Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

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Professional services contracts in excess of \$1,000,000 shall be independently reviewed by the Risk Manager and the County Counsel.

- M. Conflict Of Interest: Vendor shall make all reasonable efforts to ensure that no County officer or employee whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.
- N. Improper Consideration: Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any item of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- O. Inaccuracies Or Misrepresentations: If in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that VENDOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the VENDOR may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

- P. Jury Trial Waiver: Contractor and County hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Contractor against County or County against Contractor on any matter whatsoever arising out of or in any way connected with this contract, the relationship of Contractor and County, or any claim of injury or damage, or the enforcement of any

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remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

## **VII. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP to include all appendixes, attachments, exhibits, schedules and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete. The proposal must be signed with **original signatures on all copies** by an agent authorized to submit proposals on behalf of the organization/firm.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I-E - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County. All proposals received are subject to the "California Public Records Act" (Government Code Section 6250 et. seq.)

If any proposer in his/her response has trade secrets or other information which is proprietary by law that proposer must notify the County of its request to keep said information confidential. This request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. The County will review this request and notify the proposers in writing of its decision as to whether confidentiality can be maintained under law in the event a public records request is made for the proposer's response.

### **B. Proposal Presentation**

1. One (1) original and five (5) copies (total of 6 with original signatures) of the complete proposal must be received by the deadline. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy" the proposal may be rejected. If discrepancies are found between



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two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.

2. The original and all copies must be in a sealed envelope or container, stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP Title, and Proposal due date to: County of San Bernardino, District Attorney's Office, ATTN: "Bad Check Restitution Program RFP DAT 04-01" at 316 North Mountain View Avenue, San Bernardino, CA 92415-0004.
3. All proposals must be submitted on 8 1/2" by 11" paper. Proposals must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
4. The County has adopted a recycled product purchasing standards policy which recommends that Proposers use recycled paper for proposals and for any printed or photocopied material created as a result of a Contract with the County. The policy also recommends that Proposers use both sides of paper sheets for reports submitted to the County whenever practical.
5. Hand carried proposals may be delivered to the address above ONLY between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service of all delivery requirements and for ensuring that the address information appears on the outer wrapper or enveloped used by such service. Proposers are solely responsible for ensuring that the responses are delivered on or before the time specified. County is not responsible for any indirect deliveries.

C. Proposal Format

Proposer should carefully follow the format and instructions outlined below, observing format requirements where indicated. Response to this Request for Proposal must be in the form of a proposal package. The proposal package must be submitted in the following format:

1. Cover Page/Letter (Attachment A)
2. Table of Contents – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond with the table of contents.
3. Statement of Certification - Include the following in this section of the proposal:
  - a. A concise statement of the services proposed and the hourly cost range for type of service proposed for each year of the Contract, if applicable.
  - b. A statement that the Proposer will provide the services as described in the proposal for three years.
  - c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
  - d. A statement that all aspects of the proposal, including cost, have been determined independently without consultation with any other prospective Proposer or competitor.

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- e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any legal remedy.
  - f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
  - g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
  - h. A statement that the prospective Vendor, if selected, will comply with all applicable rules, laws and regulations.
4. Proposal Description - A detailed description of the proposal being made.
- a. Proposal should address, but is not limited to, all items in Section III – Scope of Work.
  - b. Proposal should include the following:
    - 1) Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
    - 2) Narrative description of the proposed plan to achieve the requirements.
    - 3) Explanation on how the Proposer will meet any service considerations as required.
    - 4) Explanation of any assumptions and/or constraints.
5. Experience/Qualifications of the Agency
- a. Business name of the prospective Vendor and legal entity such as corporation, partnership, etc.
  - b. State the number of years the Vendor has been in existence, the current number of employees, and the primary markets served.
  - c. Describe the Vendor's experience in performing the work requested in this RFP.
  - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
  - e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
  - f. List all contracts which Proposer has performed for San Bernardino County. The County will review all contracts the Proposer has performed for the County, as Section I, (B) (6), requires a Proposer's past performance to be considered in the selection. As such, the Proposer must list and describe all work performed for the County of San Bernardino and include: the name of

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the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and the dollar value of the contract(s).

- g. With respect to contracts completed during the last two years which involve similar types of projects show for each such contract:
  - 1) Date of completion and duration of each contract.
  - 2) Type of service.
  - 3) Total dollar amount contracted for and amounts received.
  - 4) Location of area served.
  - 5) Name, address and phone number of agency with which contracted and agency person to contract for reference.
  - 6) If none, so state.
- h. If any contract was terminated prior to the original termination date during the last five years, show for each contract:
  - 1) Date of completion and duration of each contract.
  - 2) Type of service.
  - 3) Total dollar amount contracted for and amounts received.
  - 4) Location of area served.
  - 5) Name, address and phone number of agency with which contracted and agency person to contact for reference.
  - 6) Reason for termination.
  - 7) If none, so state.
- i. With respect to contracts currently in effect, show the following for each such contract:
  - 1) Date due for completion and duration of contract.
  - 2) Type of service.
  - 3) Total contract amount.
  - 4) Location of area served.
  - 5) Name, address and phone number of agency and contract agency person to contract for reference.
  - 6) If none, so state.
- j. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
- k. Financial and strategic interest in other lines of business. If none, so state.
- l. A statement that the Proposer does not have any commitments or

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potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters or ability to perform the Contract.

6. Vendor's Financial Capability and Litigation

- a. Provide information on any action, suit, proceeding or investigation by or before any court, public board or agency arising out of the performance of services by the firm that has been brought within the last three (3) years against the firm.

The information provided should include the name of the matter, the court, board, body or agency before which the matter was brought or is being heard, the nature of the matter and the status of such matter. If the matter has been resolved, information on the outcome including any order, discipline, fines or penalties must be included.

- b. Proposer must provide the Company's Annual Report for the last two years (if applicable). Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the current financial status of the business.

7. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff; County Administrative Officer or member of such officer's staff; County department or group head, assistant department or group head; or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

8. Insurance - Submit evidence of ability to insure as stated in Section IV, 23-Liability Insurance requirement amounts and coverages.

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## VII. PROPOSAL EVALUATION AND SELECTION

### A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

### B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format and be in compliance with all the requirements of this RFP.
- b. Prospective vendors must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I-C.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation; or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Overall cost to the County
- b. Quality and Reliability of Service.
- c. References
- d. Financial stability
- e. Customer Service Support
- f. Point of Contact/Escalation Process
- g. Technical Support
- h. Billing
- i. Ability of vendor to supply required services
- j. Coverage Area

### C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

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The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Appeals

Proposer may appeal the recommended award or denial of award, if the following stipulations are met:

- a. The appeal must be in writing stating the RFP number and grounds for the appeal, and;
- b. Must be submitted within ten- (10) calendar days of the date of the recommended award or denial of award letters, as applicable.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP including any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. Send appeals to:

**James B. Hackleman  
Assistant District Attorney  
Office of the District Attorney  
316 N. Mountain View Avenue  
San Bernardino, CA 92415-0004**

E. Final Approval

Any Contract resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

**ATTACHMENT A- COVER PAGE  
PROPOSAL FOR BAD CHECK PROGRAM**

**VENDOR'S NAME** *(name of firm, entity or organization):*

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**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

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**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

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**MAILING ADDRESS:**

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**VENDOR'S ORGANIZATIONAL STRUCTURE**

\_\_\_ Corporation \_\_\_ Partnership \_\_\_ Proprietorship \_\_\_ Joint Venture

\_\_\_ Other (explain): \_\_\_\_\_

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**If Corporation, Date Incorporate:** \_\_\_\_\_ **State Incorporated:** \_\_\_\_\_

**States Registered in as foreign corporation:**

**VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:**

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**VENDOR'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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**ATTACHMENT B– EXCEPTIONS TO RFP**  
**SAN BERNARDINO COUNTY DISTRICT ATTORNEY’S OFFICE**  
**BAD CHECK PROGRAM**

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PROPOSER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

Telephone# (     ) \_\_\_\_\_ Fax # (     )

I have reviewed the RFP and General Agreement Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. You may add as many pages as needed.

Name of Authorized Representative\_\_\_\_\_

Signature of Authorized Representative\_\_\_\_\_

Date \_\_\_\_\_